

IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF NEBRASKA

HOME INSTEAD, INC., a)	
Nebraska corporation,)	
)	
Plaintiff,)	8:11CV89
)	
v.)	
)	
RAEGAN J. LEMAIRE, an)	PERMANENT INJUNCTION
individual, and LEMAIRE)	
ENTERPRISES, LLC, a)	
Louisiana limited liability)	
company,)	
)	
Defendants.)	
)	

Pursuant to the memorandum opinion entered herein this
date,

IT IS ORDERED that defendants are enjoined as follows:

1) Defendants shall immediately
cease and are hereby permanently
prohibited from representing by any
means whatsoever, directly or
indirectly, that defendants, any
products or services offered by
defendants, or any activities
undertaken by defendants are
associated, affiliated, sponsored,
or connected in any way with Home
Instead.

2) For a period of two (2) years
from the date of this order,
defendants and all other persons
under their authority or acting in
concert with defendants or on their
behalf SHALL NOT either directly or
indirectly, for themselves or
through, on behalf of, or in
conjunction with any other person,
partnership, limited liability
company, corporation, or other
entity or arrangement:

i) divert, or attempt to convert
any business or customer of any

Franchised Business (as defined in the Franchise Agreement) to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Licensed Marks and the System (as both terms are defined in the Franchise Agreement);

ii) own, maintain, operate, engage in, or have any financial or beneficial interest (including any interest in a corporation, partnership, limited liability company, trust, unincorporated association, or joint venture), advise, assist, or make loans to any Competitive Business (as defined in the Franchise Agreement) that is located within or that is intended to be located within the Exclusive Area (as defined in the Franchise Agreement) granted Franchisee or within the Exclusive Area granted any franchisee within the System or within a seventy-five (75) mile radius of the premises of the Franchised Business granted by the Franchise Agreement or within a seventy-five (75) mile radius of the location of any existing HOME INSTEAD SENIOR CARE® franchise, any HOME INSTEAD SENIOR CARE® franchise under construction, or any planned HOME INSTEAD SENIOR CARE® franchise where land has been purchased or a lease has been executed by Franchisor, its affiliate or any franchisee.

DATED this 12th day of July, 2011.

BY THE COURT:

/s/ Lyle E. Strom

LYLE E. STROM, Senior Judge
United States District Court